

SPECIAL PROVISIONS

- SP-1 SCOPE. This section covers special items applicable to this project only which are not covered elsewhere. In case of conflict between these Special Provisions, "General Conditions", or "Detailed Specifications", the Special Provisions shall govern.
- SP-2 ALTERNATE BIDDING. The bid proposal contains two schedules of construction.
- Schedule 1 - Expansion of existing hazardous waste disposal site.
Cover of carbon mound and filled solid waste site.
- Schedule 2 - Construction of a second hazardous waste disposal site.
- The Owner reserves the right to award a contract for either schedule independently or for both schedules. Only one contract will be awarded thus eliminating the conflict of one contractor being awarded Schedule 1 and another Schedule 2.
- SP-3 SURVEYS. All land areas to receive earth work operations except borrow areas shall be surveyed on 50'x50' grid. Owner will provide surveys. Survey's to be provided shall be as follows:
1. Hazardous Waste Expansion and 2nd Site Construction.
 - a) Cut/fill stakes for below pad subgrade.
 - b) Grade stakes for clay pad finished grade.
 - c) Grade stakes for drainage course finished grade.
 2. Leachate Pond.
 - a) Slope stakes and cut/fill stakes for subgrade.
 3. Carbon Mound and Filled Solid Waste Site.
 - a) Grade stakes for top of clay envelope.
 - b) Grade stakes for topsoil finished grade.
- SP-4 OWNER AND ENGINEER DEFINED. The Owner is herein understood to be Anaconda Aluminum Company. Hereinafter the word Owner and Company are to be considered synonymous. The Engineer is herein understood to be Marquardt, Billmayer or its authorized representative.
- SP-5 RIGHT-OF-WAY. The Contractor shall conduct all his operations entirely within the land and right-of-way provided, unless he receives written permission from the property owner to do otherwise. The Owner shall not be held accountable for encroachment on private property by the Contractor.

SP-6 PREF-BID CONFERENCE. Not less than 1 week prior to the advertised bid opening date a pre-bid conference will be held at which interested Contractors will have the opportunity to meet with representatives of the Engineer. At this conference, the scope and salient features of this project will be discussed and Contractors will have the opportunity to ask questions relative to Plans and Specifications and shall go over the site of the work in detail so that all questions can be raised at this conference as are required for Contractors to gain a full knowledge of the work involved, the bidding procedure and other information required to prepare and submit their bid.

SP-7 CONTRACT TIME AND LIQUIDATED DAMAGES. Contract time is the number of calendar days allowed by Contract for the Contractor to complete the entire scope of work in this contract.

CONTRACT TIME AND LIQUIDATED DAMAGES

<u>Completion Time in Calendar Days</u>	<u>Liquidated Damages per Calendar Day</u>
<i>J. A. R.</i> 60	\$500.00

The beginning of the contract time shall be stated in a written NOTICE TO PROCEED written by the Engineer to the Contractor. In establishing the date when contract time begins, the Engineer will consider that 10 calendar days will be involved in getting the NOTICE to the Contractor, after, which the Contractor will be allowed an additional 60 calendar days to mobilize, obtain materials and complete the work.

Contract time will expire automatically the number of calendar days, stated as contract time in the contract, later except as a STOP WORK ORDER is issued in writing by the Engineer. Issuance of a STOP WORK ORDER stops the expiration of contract time until a NOTICE TO AGAIN PROCEED is issued by the Engineer.

SP-8 CONTROL TESTING. Payment for control testing will be paid by the Owner. However, control tests failing to meet the minimums shall be paid by the Contractor by way of withholdings from the total contract price.

SP-9 PRESERVATION OF SURVEY MONUMENTS. Contractor shall be required to preserve undisturbed all survey monuments, and control stakes. Contractor shall be required at his own expense to have all disturbed monuments relocated by the Engineer.

SP-10 TRAFFIC CONTROL DEVICES. Shall be erected and maintained in conformance with applicable provisions of the Standard Specifications for Road and Bridge Construction of the State Highway Commission of Montana 1976 Edition, Section 4.

SP-11 APPLICABLE PUBLICATIONS. Work performed and materials to be furnished as listed in the specifications shall conform to the applicable publications and standards of the organizations

listed in the Specifications. Latest editions and revisions, as of the date of the Specifications, of the publication or standards listed or referred to in the Specifications are by such listing, reference, or notation made a part of the Specifications.

- SP-12 CODES AND REGULATIONS. Materials and work shall comply with applicable Federal, State and local laws and codes, and the regulations of governmental agencies having jurisdiction over any phase of the work. Any additional material and labor required for compliance with the laws, codes and regulations shall be provided without extra cost even though the work is not in the Specifications or indicated on the drawings.
- SP-13 CONTRACT DRAWINGS. The contract drawings, prepared by or under direction of the Engineer are part hereof. Where conflict occurs between drawings and specification, the decision of the Engineer shall govern.
- SP-14 SHOP AND ERECTION DRAWINGS.
1. Drawing Submittals. The Contractor shall prepare erection drawings and other data and shall submit five copies for review of drawings. Following review, the contractor shall resubmit five copies of the drawings which required revision or correction. Wherever field changes are made, they shall be reviewed by the Owner or its Engineer before installation and revised drawing showing "As Built" conditions shall be submitted to the Engineer.
 2. Review Procedure. When required by the Specifications or any other provision of the Contract, the Contractor shall submit for review by the Engineer all design, shop or detail drawings, equipment drawings, catalog cuts, data sheets and other engineering data, all of which is referred to hereafter singularly and collectively, as "data", pertinent to the Contract. Data submitted to the Engineer will be reviewed and returned to the Contractor.
 - a. When the data returned to the Contractor have been noted "No Exception Taken" the Contractor shall proceed with the work indicated on that submittal in accordance with the contract.
 - b. When the data returned to the Contractor are stamped "Exceptions as Noted", the Contractor shall make the changes noted on the data and proceed with the work in accordance with the Contract. The revised data shall be resubmitted for record purposes with the changes made.
 - c. When data are returned to the Contractor stamped "Revise as Noted and Resubmit", the Contractor shall revise the data and resubmit for review. The work shall not proceed unless instruction to the contrary are received from the Engineer.

Any review by the Engineer shall not relieve the Contractor from responsibility for errors or omissions, inadequate design, performance requirements, schedule requirements, and proper operation of any item required under the Contract; and, notwithstanding any such review, Contractor shall remain solely responsible for full and complete performance in accordance with the terms, conditions, provisions, drawings and specifications set forth in the Specifications, herein or referred to and made a part hereof.

- SP-15 NAMED PRODUCTS AND SUBSTITUTIONS. Where products or materials are specified by manufacturer, trade name, or brand, such designations are intended to indicate the required quality, type, utility, and finish. Requests for proposed substitution shall include complete specifications and descriptive data to prove the equality of proposed substitutions. Substitutions shall not be made without the written approval of the Owner or its Engineer.
- SP-16 MANUFACTURER'S DIRECTIONS. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as recommended by the manufacturers.
- SP-17 APPROVAL OF EQUIPMENT AND MATERIALS. The Contractor shall furnish to the Owner or its Engineer for approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates using in execution of the work, together with the performance capacities and such other information which may be pertinent or required by the Owner or its Engineer.